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The Solicitors' Journal.

LONDON, SEPTEMBER 8, 1877.

CURRENT TOPICS.

WE ARE GLAD to see that an attempt has at length been made to lessen the disgraceful confusion at Judges' Chambers, the following new regulation having been issued on Wednesday last:—"All summonses, except judgment summonses, will be taken on Tuesdays, and also, if necessary, on the following Wednesdays, as to which due notice will be given on Tuesday. Judgment debtors' summonses will be taken on Fridays. Summonses attended by counsel will be taken each day of the sittings at two o'clock. The summonses will be put on lists in the order in which they are handed in, and will be called on in that order, and, should the parties not appear when their summonses are called on, such summonses will be put at the end of the list and not taken until all the previous ones have been disposed of." This arrangement will no doubt do much to facilitate the transaction of business; the only wonder is that it has not been adopted long ago.

THE ANNOUNCEMENT made at the Rolls last week by Mr. Justice Lopes to the effect that, in the opinion of Mr. Justice Fry and himself, many cases appeared in the list which were not properly vacation business, and that for the future both the judges intended to be very strict, and would only hear applications coming within the exact words of ord. 61, r. 5, has given rise in the bosom of our contemporary, the *Echo*, to what it describes as "a feeling of blank dismay." We should probably have left our contemporary either to sink under or to overcome this feeling, as the event might prove, had not the *Times* played the part of second echo by repeating, and thus giving a loud and far-reaching reverberation to the original cry of distress. This being so, we now notice the matter, especially as our contemporary appears to us, not only to have put a wrong construction on one portion of Mr. Justice Lopes' statement, but also to take a very imperfect view of the whole subject of vacation business. Our readers will recollect that, in alluding to the point last week (see *ante*, p. 829), we gave what we believed to be the exact words of the learned judge. After making the announcement already referred to, his lordship, we said, added "that persons in future putting their cases into the list would be ordered to pay the costs occasioned thereby if in the result they should turn out not to be vacation business." The *Echo* translates this as follows:—"In future, persons—i.e., solicitors, who should be presumed to know what is urgent—who put their cases into the list," &c. On what authority the word "persons" is thus explained as meaning "solicitors" we do not know; and it is to us inconceivable that, if the vacation judges had intended to introduce such an anomaly as making solicitors pay for their zeal for the causes of their clients, they should not have expressed themselves with clearness, and even with emphasis. We may take it, therefore, that the con-

struction put on the learned judge's words is erroneous, the error having probably arisen from lack of knowledge as to the usual mode of dealing with applications in chancery actions made in the vacation. The practice is for the vacation judge to make no order as to the costs; he simply allows or disallows the application as the case may be. To this practice the vacation judges have introduced the exception recently announced; and for the future, when an application is made to them, if they think the matter not sufficiently urgent, they will dismiss the application with costs. We do not propose here to question the propriety of this resolution, though we think that by a little care the learned judges could have saved themselves the trouble of making an exception to their practice. At present the chief clerks allow applications to be put in the paper as a matter of course. It would have been easy to order them to require a *prima facie* case to be made out before putting applications in the paper; and if an appeal were allowed to the judge from their decision, this system would, we think, have worked well, and probably in some instances have saved expense.

As to the rest of the paragraph in the *Echo*, the whole of which has been copied into the *Times*, we need not say more than that, if the mere money importance of a question were the true test of its urgency, the distinction between what we may still call term time and vacation would altogether cease. The sums and interests involved in the majority of chancery actions are great, and, to the parties, of vital importance, but, so long as the present system prevails, the bulk of the questions arising in these cases must be decided, not in vacation and by judges who are strangers to the cases, but when the courts are sitting and by the judges who have had cognizance of the actions from their commencement. Our contemporary culls out a few of the applications rejected last week, and comes to the conclusion that "it does not seem as if any business could be considered urgent except an application for an injunction to restrain an earthquake"; but nevertheless many of our readers know that a good deal of business was transacted on Thursday last, although no injunctions were applied for against irresponsible phenomena such as echoes or earthquakes.

A RECENT CASE on the liability of railway companies reported in the *Law Journal Reports* for August (*Woodley v. The Metropolitan Railway Company*) is of a nature to suggest somewhat grave reflections upon the state of the law of negligence. The facts from the report of our contemporary appear to have been shortly these:—The plaintiff was a workman employed by a contractor who had engaged to execute work for the defendants upon a side wall in a tunnel on their line, where there was just space to stand clear of the trains. The line was on a curve, so that workmen could not see a train approaching till it was within twenty or thirty yards. The place was wholly without light; trains passed every ten minutes; no one was stationed to give notice of their approach, nor was any signal given by the steam-whistle, nor was their speed slackened. After he had been engaged on this job for a fortnight the plaintiff was struck and injured by a train whilst he was reaching across the rail to find a tool which he had laid down. It appeared that on a former occasion when similar work was being performed a man had been stationed to give warning of the trains.

Under these circumstances the jury found that the company were negligent, and gave the plaintiff damages, and the Exchequer Division concurred in the verdict. This decision was reversed by the considered judgments of the majority in the Court of Appeal. Lord Chief Justice Cockburn agreed that there was negligence, but held, nevertheless, that the defendants were entitled to succeed whether the plaintiff was in their service or not. If the former, he was to be taken as having waived

any right to call upon the employer to adopt precautions to lessen the danger of the work. If the latter, the company's negligence gave no right to compensation to a man who, being aware of the consequent danger, voluntarily encountered it and failed to take the extra care necessary for avoiding it. Mr. Justice Mellor and Mr. Justice Grove held that the company, working their traffic in the ordinary way, were not guilty of negligence. The Lords Justices Mellish and Baggallay dissented from the majority of the court, holding that the plaintiff was not a servant of the company, and that the defendants were negligent. Lord Justice Baggallay considered, upon the principle of *Indermaur v. Dames* (15 W. R. 434, L. R. 2 C. P. 311), that the company were bound either to avert the danger or to give the plaintiff reasonable notice. Lord Justice Mellish said that the duty of the company was "to see that the trains were run in such a manner and with such precautions that the servants of the contractors, who were working in the tunnel with the leave and for the benefit of the company, were exposed to no undue risk"; and further that it was not "a necessary inference in point of law from the fact of the plaintiff having worked in the tunnel for a fortnight without making any objection, and without abandoning his service with his master, that he consented to the company running their trains without taking any precautions for the safety of the workmen in the tunnel."

Certainly we should have hoped and supposed that the case might have been decided according to the view of the Lords Justices. There was not, so far as we can collect, any finding of the jury that the plaintiff had contributed to the accident by negligence of his own, and, in the absence of such finding, the observation of the Chief Baron in *Indermaur v. Dames* appears to be in point:—"Though I am far from saying that there was not evidence that the plaintiff largely contributed to the accident by his own negligence, yet that was for the jury." That the defendants were not negligent, as held by two of the learned judges, does not seem to us to be supported by the case which they referred to (*Ellis v. The Great Western Railway Company*, L. R. 9 C. P. 551), which was a case respecting a level crossing. The pursuance of the ordinary mode of working their traffic, reasonable under ordinary circumstances, is quite consistent with negligence when the circumstances are unusual.

THE ANNUAL conference of the Association for the Reform and Codification of the Law of Nations was opened at Antwerp on the 30th of last month, and closed on the 3rd inst. The conference was well attended, and the papers read and the discussions thereon were of an interesting character. Our readers will find in another column full reports of some of the earlier proceedings of the conference; and these reports, which have been furnished to us by a special correspondent, will be continued next week.

Five Italians, two of them men, one a youth, and the remaining two a boy and a girl respectively, were brought before the Maidstone magistrates on Saturday last, and the superintendent of the borough police said they had been apprehended in pursuance of a circular recently issued by the Home Secretary. The men were charged with procuring the two children to beg, and the lad was charged with begging. Twenty-five pounds were found upon the elder prisoners and a few coppers upon the children. The magistrates decided that it was extremely doubtful whether a conviction could be supported under the Vagrancy Act (as the circular of the Home Secretary had suggested) since it was possible that people gave their money to the children in return for the amusement which their singing and dancing might afford. In dismissing the case the bench advised the prisoners to be careful, and it was directed that a report of the circumstances should be forwarded to the Home Secretary.

AGENCY AS A TEST OF PARTNERSHIP.

A curious and interesting case upon partnership was lately decided by the Court of Appeal (*In re Howard, Ex parte Tennant*, 25 W. R. 854), which deserves to be particularly called to the attention of our readers. A person being about to become an underwriter at Lloyd's, his father became security for him in £10,000; and an agreement was executed by the son, providing, amongst other things, that a third person named should alone underwrite in the name of the son; that the father might at any time withdraw the security, and thereupon the third person should cease to underwrite for the son; and that one-half of the net profits should be considered as owing, and should be paid to the father by the son. The son proceeded to carry on the business in his own name, the creditors knowing nothing of the father. The son became bankrupt, and, thereupon, the father claimed to be entitled as a partner to collect the assets of the underwriting business, and apply them in discharging the debts. The trustees denied the partnership, and claimed the business assets for the bankrupt's estate.

The Court of Appeal held that there was no partnership. Lord Justice James described the covenants on the part of the son as covenants for the protection of the father, his surety; and held that it was in his character of surety and no other that he received a certain control over the business, and that the covenant to pay "one-half of the net profits" intended only "a sum equal to one-half," as in *Mollwo, March, & Co. v. The Court of Wards* (L. R. 4 P. C. 419), so that thereunder the father became merely a personal creditor of the son for the amount, and not interested in the profits *in specie*. And Lord Justice Baggallay said in substance that the ground of the contract was the suretyship of the father, and the terms of it, as a whole, militated against the *prima facie* inference raised by sharing profits.

Lord Justice Cotton began by questioning the father's right to set up a partnership by operation of law against the intention of the contract, upon which point, however, his lordship did not think it necessary to decide the case. We venture to say that probably his lordship's doubts were well founded. We apprehend that, whatever modes still exist for making a man liable as a partner by operation of law, his right to claim the position of a partner depends on the real intention and contract of the parties. As regards third parties, a man may be liable as a partner by estoppel through the doctrine of holding out; and again, as was pointed out in the judgment in *Mollwo, March, & Co. v. The Court of Wards*, if the agreement between the parties creates a relation which is in substance a partnership, no mere words or declarations to the contrary will prevent, as regards third persons, the consequences flowing from the real contract. But the parties may make any stipulation they like as between themselves; they can limit the authority or liability of any individual; and they could, no doubt, say that, except as they particularly specify, none of the incidents of a partnership shall apply to their mutual relation. If they say so, why should they not be bound? And if two persons make an agreement, which upon its whole intention negatives, as against one another, the implied terms of a partnership contract, we are not aware of any law which will alter or interfere with that agreement. The fact that certain liabilities to third parties may be entailed by the position contemplated by the contract would, we presume, be taken to have been known by the contracting parties, and the agreement to have been entered into in view of that circumstance.

But Lord Justice Cotton addressed himself principally to the effect of the provision as to profits; and he pointed out that the terms of the provision, so far from creating "such a participation in profits as to constitute the relation of principal and agent," in fact impliedly negatived that relation, or, in other words, the alleged partnership. Where there is a partnership there is a

right to share profits; in the absence of stipulation, equally; otherwise, in such proportions as are agreed. But the language of the parties in this case implied, not that the relation they were creating would, in the absence of express stipulation, have given the father any right to share profits, but, on the contrary, that he would have had no such right. They did not say that his share of the profits should be one-half; but that one-half of the profits should be paid to him by the son.

This mode of scrutinizing the terms of the agreement was, of course, just upon the established principles of construing documents. The intention was to be collected from the whole of the language used; and when the intention is once set up as the test of partnership, rather than the existence of some particular incident, Lord Justice Cotton's remarks show that a provision which would formerly have been conclusive one way, may by its terms furnish a strong indication the other way.

His lordship clearly pointed out the importance of the doctrine of principal and agent in these questions. This test, of course, though a most useful one, is not universal, and must not be pressed too far. A man may act in a business, and receive a share of profits, and be unquestionably an agent, without being a partner. This is one of the cases specifically mentioned in the late Act to amend the law of partnership; but it was the law independently of that Act. On the other hand, it is highly probable that the general agency attributable to partners would not be held to exist in the case of a dormant partner, not in fact authorized by the partnership agreement to act for the firm. Mr. Justice Lindley, upon this point, has the following observations (3rd ed., vol. 1, p. 249):—"It is questionable whether this rule applies to a case in which a person who happens to be a member of a firm, but who is not known to be such, and who has in fact no authority to act for it, takes upon himself so to do. Real authority is excluded by hypothesis; and it is difficult to see from what, in such a case, any authority can be implied. . . . The case supposed excludes all knowledge," i.e., by the outside world, "of his position, and under such circumstances it is conceived there can be no apparent as distinguished from real authority." The mode in which the test of agency is to be implied in estimating the weight of such a circumstance as participation in profits is forcibly put by the Lord Justice. He says: "The way in which the profit is to be participated in is really the essence of the whole matter. If the business is carried on by one man as agent for another as principal, the mere fact that he carries it on for another gives the other, whose agent he is, the right from his position either to the whole or a share of the profits. . . . If there were" (that is, in the agreement) "a recognition of the right of the parties to participation in the profits . . . that clause would be very strong, and possibly conclusive, evidence as to the existence of a partnership." If the acting ostensible trader is in the position of agent for a man who shares the profits with him, that man is a partner. Whether there is such an agency, is a question of intention upon the agreement between the parties.

Such appears to be the present law on this branch of the subject; experience having here as elsewhere shown that if the law aims at effectuating the real intentions of contracting parties, it must not require them to conform to very rigid rules.

The order of proceedings of the forthcoming Social Science Congress at Aberdeen have just been completed. The congress will meet on Wednesday, the 19th inst., and the Earl of Aberdeen will deliver his inaugural address on the evening of that day. On Thursday morning, the 20th inst., Lord Gifford will deliver his address on Jurisprudence, and on Saturday the Lord Advocate will treat on the repression of Crime.

Societies.

ASSOCIATION FOR THE REFORM AND CODIFICATION OF THE LAW OF NATIONS.

ANNUAL CONFERENCE.

The fifth annual conference of the Association for the Reform and Codification of the Law of Nations was opened at the Hôtel de Ville of Antwerp on the 30th of last month. The members, after having been welcomed to Antwerp by M. de Wael, the burgomaster, proceeded to the large council-room, where Lord O'HAGAN, the president of the congress, delivered an introductory address, in which he traced the origin and progress of the association. His lordship said that it had its origin in America; that its first conference was held at Brussels in October, 1873; that in the succeeding years it had met at Geneva, the Hague, and Bremen; and that its members, who, at the Hague, were reported in 1875 not to exceed 90, now numbered 530. His lordship then dealt with the character of the work of the association. The following is a brief summary of his remarks on this head:—

The primary desire of its American founders was to apply and extend the principle asserted in the Geneva Arbitration, and secure the peaceful settlement of disputes between sovereign States by international tribunals, controlled by an international code. But the association resolved to deal with other pressing questions of law and usage, affecting individual interests throughout the world; and had fixed its attention mainly on those questions during its several conferences. It had not, however, neglected the consideration of a public international code, for which one of its strongest committees had been appointed.

For many years there had been a growing conviction among jurists and merchants that there should be a common code and a uniform usage with reference to bills of exchange for the nations of Europe and the States of America. That the change was practicable seemed as plain as that it would be of inestimable advantage. To some extent the work had been already done. The various States of Germany had formerly various laws affecting bills of exchange; but under the auspices of the Prussian Government a conference was assembled at Leipzig, which framed a uniform project for all the States, and this, having been adopted by the Confederate Assembly of 1849, had ever since been successfully in action, and now arranged, on common principles, the commercial dealings of seventy-nine millions of people. Austria and Hungary had accepted it, and they had been followed by Sweden, Finland, Switzerland, and Servia. Through all these countries, so diverse in race, customs, and habits, one law and one usage had been found satisfactory and sufficient. In like manner the provisions of the French code as to bills of exchange had been adopted by Spain and some of the South American States, and had worked successfully, in spite of the great social differences between those countries. A joint commission had lately been nominated by the Governments of Sweden, Norway, and Denmark, for the purpose of preparing a common code as to bills of exchange for those kingdoms. With such encouragement to action in the nature of the thing and the experience of nations, the association set itself to promote, throughout all commercial countries, the assimilation of law which had been accomplished in so many. It formed a committee, by which a circular was prepared, embodying a series of queries, for the purpose of obtaining information and eliciting opinion. Of this several thousand copies were distributed through the cities of Europe and America to eminent jurists, bankers, and merchants, and the more important chambers of commerce. The circular drew attention to the chief points of conflict in the law and practice of the various communities, and invited answers to the questions which were submitted, paragraph by paragraph. Prompt and full replies were largely returned. They were summarized in a report which was presented to the conference at the Hague, and thereupon a commission was nominated, including representatives of Austria, Belgium, Denmark, France, Germany, Great Britain, Italy, the Netherlands, Sweden, Norway, and the United States, to consider and report on the principles on which an international code should be based. This commission had zealously prosecuted its labours, dealing with the mass of information

which had been thus accumulated; and they had had a successful issue in a statement of those principles, draughted originally by Dr. Borchardt, of Berlin, and Dr. Jaques, of Vienna, considered deliberately, at many meetings, by their colleagues of various nationalities, and finally adopted by the conference at Bremen in 1876. Of the character and value of that statement he did not need to speak. Its principles had been substantially accepted by the Swedish, Norwegian, and Danish Commission. As president of the congress, he invited the attention of the English Foreign Office to that report, and laid before Lord Derby all the materials for judgment collected by the association. Those materials had also been submitted to the Ministry of Justice at Berlin and the Prime Minister of Austria. He had reason to believe that their importance had been fully appreciated, and thus real progress had been made towards a joint international action for the establishment of a common system of law.

His lordship then touched on the subject of general average, pointing out that, the systems in the various countries being founded on diverse and inconsistent rules and principles, the difficulties accruing to the assured and the underwriter, to the master of the vessel and the owners of the goods, to every one, in short, concerned in such transactions, were annoying and injurious in a high degree. The advantage which would arise from removing those difficulties by an international agreement was universally recognized, but the realization of that advantage had been delayed by many obstacles. The German and the English law were in serious conflict; the continental nations did not adopt the rules of the conference of York; and the "common safety" principle was opposed to the "common benefit" principle. The traditions and customs of the maritime States were not easily modified or abandoned; yet he was sure that they all desired an assimilation and uniformity, which, to all of them, would result in most material benefit. So strong had been this desire, that three several conferences had been held in Great Britain, and attended by numerous delegates from many nations. The first occurred in Glasgow, in 1860, and had for its presidents Lord Brougham and Lord Neaves; the second was held in 1862, under the presidency of Sir Travers Twiss; and the third in 1864, at York, the Lord Chief Baron of England being the president. Those meetings were very valuable in collecting facts and formulating opinion; but they failed to secure that union of thought and effort which might have issued in a uniformity of law. The interest in the subject had not abated; and it was taken up energetically at the Bremen conference. A committee was appointed to report upon it, which they had done with great success. Their council had circulated their report, with copies of the York rules of 1864, as offering a basis of discussion; and anxiety had been manifested in the various maritime countries to unite in reaching an agreement as to the principles on which an international law of general average might properly be framed. Through his friend Mr. Goschen, in England, he was enabled to bring this subject and the action of the association upon it under the consideration of the committee at Lloyd's, and that body had delegated three of its members to attend the conference. Elaborate reports on general average had been received from Sweden, Germany, and the United States; and there had been much activity in the movement among their members in Austria, France, Holland, and throughout the world.

His lordship then said that international patent law had received great attention from a committee which had produced two masterly reports, and made its influence beneficially felt in the improvement of a measure lately adopted by the German Reichstag, as he hoped it would do during the progress of a Bill with the same objects, introduced in England by the Attorney-General.

Another committee has been engaged in inquiries as to the laws of copyright of various countries; and the possibility and means of introducing an international coinage had had much consideration.

As he had already said, while matters of immediate and practical importance had mainly been discussed, public international law had not been neglected by the association. It had not lost itself in the cloud-land of speculative thought, or wandered far afield in search of a Utopia; but it had been busy with subjects of substantial interest in that department. The vexed question of maritime capture had been raised and debated, and the report of a committee upon it submitted to the conference. The principles of

extradition and international criminal law were largely investigated at the Hague; and had received much elucidation from the reports of distinguished Dutch jurists, of whom, and others, a committee was constituted there. International arbitration, as a means of settling international disputes, had been the subject of deliberations, earnest and careful in proportion to its importance. And the law of collisions at sea, originated by the Board of Trade in England, and adopted by other maritime countries, which had not been found, in some respects, satisfactory, had been examined, with a view to its improvement, by a committee organized under the direction of an eminent American judge.

At the conclusion of his lordship's address, Mr. JENCKEN, the general secretary, read the report of the council for the past year; and a committee was then appointed to discuss the question of general average.

We come now to the deliberations of the association upon the topics set out in the programme, a copy of which was printed *ante*, p. 808. The following reports of these deliberations have been furnished to us by a member of the bar present at the conference.

FOREIGN JUDGMENTS.

On Thursday afternoon, August 30, the congress again assembled under the presidency of Lord O'Hagan, when Mr. J. G. ALEXANDER, barrister, London, read a paper entitled "The Execution of Foreign Judgments." He said that there are few States which go to the extent of entirely ignoring a foreign judgment, but that Sweden and Norway do. The same result, however, was in practice arrived at by many other countries, where, in the absence of special international treaties on the subject, a party suing upon a foreign judgment is obliged to re-open the whole merits of the case, though the pleadings and evidence may be used in the second suit. The countries in which this system prevails are France, Portugal, French Switzerland, and Holland. Several countries, he said, give full effect to a foreign judgment on the condition of reciprocity. Such are Germany, Austrian Hungary, Spain, German Switzerland, and Denmark. In Greece an examination into the merits takes place unless both parties are foreigners, in which case it is enforced, if not contrary to some prohibitive Greek law, or to the facts proved. In the State of Louisiana foreign judgments are executed, if it be shown that the defendant has been duly cited, that the judgment is definitive and pronounced by a competent tribunal, and is in accordance with its own law. In Russia the rule is to enforce foreign judgments which contain nothing contrary to public order or the laws of the empire. The Italian code recognizes them when they emanate from a competent authority and contain nothing contrary to public order, morality, or policy, and when the parties have been regularly cited or declared defaulters. He commented on *Godard v. Grey* (19 W. R. 348, L. R. 6 Q. B. 189), in which case Lord Blackburn sought to rest the obligation, not upon comity, but on a legal duty founded on a moral obligation. He urged that within reasonable limits the judgments of foreign tribunals should be recognized, and the Italian code, which to a great extent harmonized with the practice of the English courts on the subject, was a good general guide to the proper course to be adopted.

Dr. TRISTRAM then read a paper on the same subject, in which he submitted the following propositions as the basis of a uniform international code:—(1) In all actions *in rem*, or partly *in rem* and partly *in personam*, judgments pronounced by the tribunal *rei sitæ* shall be enforced. (2) In all personal or transitory actions in which the defendant or person sued is a natural born or naturalized subject of the State in which the judgment is pronounced, it shall be enforced. (3) Similarly, in all personal or transitory actions in which the defendant at the time of the accrual of the right of action, or at the time of the institution of the action, was domiciled within the State in which the judgment was pronounced. (4) Similarly, in all personal or transitory actions in which the defendant was, at the time of the accrual of the right of action, a permanent trader, or a partner in a house of trade situate within the State in which the judgment is pronounced. (5) Lastly, the same rule shall hold in all personal or transitory actions in which the plaintiff is a foreigner, no matter whether the defendant be a subject or foreigner. These propositions Dr. Tristram was of opinion should be accepted subject to the following provi-

sions:—(1) That the court pronouncing the judgment sought to be enforced is competent, by the law of the country in which it was pronounced, to adjudicate upon the question in issue; (2) that the judgment, upon the face of it, is final or definitive; (3) that the judgment, on the face of it, is not manifestly bad; (4) that the defendant was cited in the action in which the judgment was pronounced; (5) that the judgment has not been obtained by fraud; and (6) generally, that civilized nations ought not to be expected to enforce the judgment of a foreign tribunal against the property or person of a defendant who is not by nationality, by domicile, by trade, or by contract subject to the jurisdiction of the State in which such judgment was pronounced.

Mr. CLARKE, Q.C., was of opinion that the two papers were the same in their result, that respect ought to be paid to foreign judgments in subordination to general rules of justice.

Mr. GRIFFITH, barrister, of London, regretted that both papers had omitted the important title of judgments *on status*. He said that it is in adjudications upon *status* that the conflicts between judgments *in rem* and those *in personam* mostly occur. Such adjudications are given in cases of nationality, domicile, marriage, bankruptcy, and the penal loss of liberty; and they affect, not only the person, but also property.

Mr. HINDE PALMER, Q.C., proposed that the consideration of the papers read and the subject generally be referred to a committee to be appointed before the end of the conference.

Mr. FREELAND seconded the proposition.

M. BECHER, of Paris, proposed a *projet de loi* on points in which all nations agree, such as the recovery of debts.

M. SCHAAR, M. CLUNET, and M. DELVAUX also spoke. The last gentleman proposed "préciser la mission de la commission." This Lord O'HAGAN thought unwise, and a committee with full powers was resolved upon.

TREATIES.

On Friday morning, August 31, Lord O'Hagan again presiding over the conference, Mr. HENRY RICHARD, M.P., read a paper on "The Obligation of Treaties." The following is a short summary of the paper:—Treaties when made by competent authority are as binding upon nations as private contracts are upon individuals. But it is conceivable that Governments may enter into contracts which it would be more virtuous and honourable to break than to observe. Some treaties are temporary in their nature; others become impracticable and obsolete owing to changes in public opinion. Treaties made under duress are invalid; yet, though the general conscience would judge leniently the violation of a treaty of peace containing hard conditions after an unjust war, it would be dangerous to say there is no obligation to observe those conditions. It must be admitted that a very low morality exists among nations as to the observance of treaties. The fewer treaties the better; the greatest contact between peoples; the least between Governments. Such were the opinions of Mr. Cobden and Mr. Bernard. Most treaties should be for a limited period, and contain a provision for revival. A return made to the House of Commons shows that there are thirty-seven different instruments binding Great Britain to lasting and onerous obligations in all parts of the world. Treaties, to use the language of Mr. Mill, should abstain from imposing conditions which, on any just and reasonable view of human affairs, cannot be expected to be kept. Cupidity, ambition and vindictiveness often dictate the terms of treaties, and conditions are often inserted, under the plea of being securities of peace, which prove to be infallible provocatives of war. The Treaty of Paris of 1856 for the neutralization of the Black Sea furnishes an example. Lord Beaconsfield well said the treaty "limitation of Russian power in the Black Sea is inefficient and impolitic. I refer to this point which is the cause of the war that is now being waged; and I say the condition laid down was not merely inefficient, but most impolitic, humiliating, and unnecessarily humiliating to Russia." In order to contribute to the maintenance of the faith of treaties there should be introduced into them clauses providing for some judicial and peaceable means of deciding any disputed questions that might arise in regard to the matters to which the treaty relates. This course was adopted in the treaty entered into in 1854 between the United States and Great Britain for regulating the fishery

questions. It is unnecessary and unwise by force to compel the observance or punish the violation of treaties. No Government can go into the process with clean hands; and in war the peoples suffer though the Governments are guilty.

Dr. THOMPSON, of Berlin, said, as his paper or memoir had been freely circulated, he would merely read the conclusions. (1) No treaty can be of perpetual obligation in and of itself. The instability of human nature forbids the hope that any treaty will continue to be held sacred merely because the original contracting parties regarded it as just and wise. (2) No treaty is in form obligatory upon any but the States which have subscribed it as parties to the covenant. (3) No treaty can be valid as matter of international law which contains stipulations contrary to the natural rights of man or to the just rights and integral welfare of States not parties to the treaty, or which would form the contracting parties into an alliance against the lawful existence and well-being of other States. (4) A treaty containing secret clauses, which nullify its open professions, can have no authority in the law of nations. The four preceding conclusions exhaust the negative view of treaties as matter of international law; a few words would set forth their positive value. (1) Whatever stipulations in a treaty tend to facilitate the peaceful intercourse of nations upon the assured basis of their co-ordinate and correlative rights are of permanent account in the law of nations. (2) All treaty stipulations for the common protection of human society against vice or crime, for the furtherance of knowledge, and the advancement of mutual good, will belong to the law of nations. (3) Treaties made in the interests of humanity, and having in view the solidarity of nations in the higher civilization are of the greatest value and promise to the law of nations. He then presented his general conclusions thus:—The direct and obvious steps towards a permanent international faith are these four: (1) Since so many permanent ethical points of union among nations are to be found in treaties to which all leading Powers from time to time have given their assent, these points, omitting whatever is local and conventional, should be codified and formulated scientifically with a view to being laid before the Governments for specific recognition. If it were in the power of this association to employ a trained jurist to devote his whole time to this preparatory work, the office would be worthy of the beneficence of a Peabody and the capacity of a John Stuart Mill. (2) Since, with the single exception of Russia, all the Powers now acting in the concert of nations have a parliamentary form of Government, candidates for a seat should be required to pledge themselves to co-operate with the Governments of other countries in guaranteeing the mutual faith of nations and the moral order of human society. (3) A commission composed of deputies from each of the Governments should elaborate and approve the project of a convention to be ratified by the several Powers. Upon the approval of its labours the commission should expire, and there should be nothing in the nature of a permanent tribunal above the several Governments, but on the request of any three of the signatories the Governments should send deputies to a new commission for the revision or expansion of the covenant. (4) If a party to the treaty, refusing the prescribed methods of complaint and consultation for its amendment, shall openly and defiantly violate the covenant, the said Government shall be declared without the pale of nations, and subject to the penalty of war.

Professor SHELDON AMOS said that treaties might be divided into two classes, (1) those which are for a general benefit—these might beneficially be multiplied; (2) treaties which are against the desire of a party. He thought treaties were now more observed than formerly. The public discussion of their violations, and the consequent indignation, manifest the improvement of public faith. He was opposed to the insertion of ethical principles in treaties. They should be made more legal. A better supply of juridical language was a great desideratum. He could not agree with Dr. Thompson that a single violation should be punished with war.

Dr. BREDIUS, of Holland, reviewed the constitutions of different nations, and thought the appeals to Parliaments were made too prominent, for though they might possess the power of the purse, the power of declaring war rested with the Executive.

Mr. CLARKE, Q.C., thought that the wars of States were

in principle not to be distinguished from the execution of writs by a sheriff in ordinary judicial suits.

Mr. ALEXANDER, of London, thought an arbitration should not be enforced by war; the analogy of police process was against so doing.

M. GOIRAUD, *avocat*, of Paris, also thought that as internal police would be useless, unless of overpowering force, so the attempt to execute an international judgment would be of problematic success.

On the following day the proceedings were supplemented by a resolution, carried unanimously, that all treaties ought to contain an arbitration clause.

BILLS OF EXCHANGE.

On Friday afternoon, August 31, M. Daniel de Folleville, of Douay, in the chair, Dr. BORCHARDT, of Berlin, presented the report of the committee on bills of exchange which was appointed at the Hague in 1875. It recommended that the following six rules should be added to the twenty agreed to at the Bremen Conference:—(1) The validity of a bill of exchange shall not depend upon the stamp. (2) Should there be a refusal to accept, or a conditional acceptance, the bearer shall have an action direct against the drawer and the indorsers for the payment of the amount of the bill and expenses, after deducting the discount. (3) Should the acceptor become insolvent before the bill falls due, the bearer shall have an action direct against the drawer and the indorsers for payment of the amount and expenses, deducting the discount. (4) A surety is primarily liable as well as the person whose signature he has guaranteed. (5) Three years from the date of a bill falling due shall be a limitation to all actions against the acceptor of a bill of exchange, and eighteen months to actions against the drawer and indorsers. The same rules shall govern the limitations of actions against guaranties. Any stipulation to the contrary in a bill of exchange shall be of none effect. (6) The capacity in matters connected with bills of exchange of a foreigner is in general governed by the rules of his own country. Nevertheless, when a foreigner contracts the obligations attaching themselves to a bill of exchange in a country other than his own, his capacity is governed by the laws of that country without recourse to the law of his own country.

All these rules were agreed to with the exception of rule 5, which, after considerable discussion, was referred back to the committee.

Obituary.

MR. HENRY ATWORTH MEREWETHER, Q.C.

Mr. Henry Atworth Merewether, Q.C., died at his residence, Bowden Hill, near Chippenham, on the 29th ult. Mr. Merewether was the eldest son of Mr. Serjeant Henry Atworth Merewether, many years recorder of Reading, and town clerk of the city of London. He was born in 1812, and was educated at Winchester, and at Trinity College, Cambridge, and was called to the bar at the Inner Temple in Trinity Term, 1837. He selected the Western Circuit, and became a Queen's Counsel in 1854, from which time he confined his practice to parliamentary committees. He was for many years one of the leaders in that branch of the profession, and derived a large income from railway business, holding permanent retainers for many of the leading companies. About four years ago Mr. Merewether was compelled by failing health to retire from practice, and he soon afterwards made a tour round the world, visiting India, New Zealand, San Francisco, &c., and he afterwards published an account of his travels in an amusing volume, entitled "By Sea and Land." The deceased was a man of most kind and genial disposition, with great powers of humour. He was a magistrate and deputy-lieutenant for Wiltshire, and was for several years chairman of quarter sessions for the county. He was also a bencher of the Inner Temple, and he had been recorder of Devizes since 1842. Mr. Merewether was married to the eldest daughter of Sir James Fellows, of Aldbury House, Hants. He had been for several years a widower, and leaves a large family.

General Correspondence.

COMMISSIONER'S FEE ON A DECLARATION.

[To the Editor of the Solicitors' Journal.]

Sir,—I shall be obliged if any of your correspondents can say what is now the fee to a commissioner for taking a statutory declaration, not in an action at law, but such as proving a pedigree, or the change of the trustees of a building society, and such like. I have always charged 2s. 6d., not on my own judgment only, but with the approval of several other commissioners. It has, however, lately been urged upon me (and I am quite willing to be convinced) that as the Judicature Act gives 1s. 6d. as the fee for taking affidavits or declarations in an action at law, and as there are no declarations used in law suits, it must apply to a declaration in any case. It is further urged that, as I take the declaration as "a commissioner to administer oaths in the Supreme Court of Judicature in England," I take it under the powers given me by the Judicature Act, and that, therefore, I can accept no fee but such as that Act prescribes. I am not prepared to admit this reasoning, and shall be glad of any light or information that can be thrown on the subject.

A COUNTRY COMMISSIONER.

Liverpool, Sept. 5.

SOME RECENT AMERICAN DECISIONS.

We take the following from a notice in the *Albany Law Journal* of the 19th volume of the American Reports, which is made up of a selection from twenty-eight volumes of reports of the States of Kentucky, California, Connecticut, Tennessee, Indiana, Kansas, Massachusetts, Mississippi, Nebraska, New York, Texas, Vermont, and Wisconsin.

The two volumes of Mississippi reports contribute but little. It seems, however, that "reconstruction" is so far effected in that State that they have got to killing people down there in the regular old-fashioned way. In *Barcus v. State* (49 Miss. 17), the evidence showed that Barcus shot at A. with intent to kill, but missed him and killed B. The indictment, charging the shooting of B. with intent to kill, was held not good. Barcus was "willin'," but made an innocent mistake. He will have another trial, however. Perhaps if he had been accorded another trial of the shooting he would have done better. About the case of *Turnipseed v. Hudson* (50 Miss. 429), there is nothing more remarkable than the plaintiff's name. The case involved the title to an office. The parties had agreed to abide the result of a primary election, which, as well as a principal election, resulted in the choice of Hudson, whereupon Turnipseed surrendered and Hudson took possession. Subsequently, the law under which the election was held was declared unconstitutional. It was thereupon held that Turnipseed was not estopped, but might re-plant himself.

In Texas, if one is accused of horse-stealing, it will not answer to try him with a "baker's dozen" (*Bullard v. State*, 38 Tex. 504); and if murder is the charge, it is all wrong to have nine on the jury who do not understand English: *Lyles v. State* (41 Tex. 172).

In Kentucky, in *Graves v. Lebanon Nat. Bank* (10 Bush, 23), defendants became sureties on the cashier's official bond in consequence of the directors' published statement of the affairs of the bank, by which they appeared well managed. The cashier was, at the time, a defaulter, which the directors might have learned by slight care. Held, that defendants were not liable. Kentucky has a decent respect for the dead. Thus, in *Louisville v. Nevin* (10 Bush, 549), it is held that a cemetery will not be sold to satisfy a lien for the improvement of an adjacent street.

The case of *Rucker v. Donovan* (13 Kan. 251) has a very elaborate note on the subject of stoppage in transit. It seems that the usurer has progressed as far west as Kansas; for in *Clark v. Spencer* (14 Kan. 398) it was held, that where the ples of usury had been withdrawn in consideration of postponement, it could not be reinstated.

Vermont leads off with a Sunday case, *Johnson v. Town of Irasburgh* (47 Vt. 28), holding that where the statute forbids travelling on Sunday, except in cases of necessity or charity, there must be an actual existence of the excuse;

mere belief in it is not sufficient. In this case it was left to the jury to say whether the journey was necessary to keep fish from spoiling. In *Wiley v. Bank of Brattleboro* (47 Vt. 546), it was held that national banks are not liable for special gratuitous deposits stolen from them. This case is approved and followed in *Ocean Bank v. First Nat. Bank* (60 N. Y. 278).

The New York cases are important. In *Lowery v. Western Union Telegraph Co.* (60 N. Y. 198), the defendants received a message for transmission, asking the plaintiff for 5000dols. By negligence of defendants the figures were changed to 5,000dols., which the plaintiff sent, and the receiver absconded with it. Held, that the defendants were not liable, their negligence not being the proximate cause of the loss. In *Cesar v. Karutz* (60 N. Y. 229), a landlord was held liable for leasing premises which he knew to be infected with small-pox, and failing to notify the tenant of the fact, and from which the plaintiff contracted the disease. The landlord's secretiveness cost him 1,500dols. In *Hale v. Patton* (60 N. Y. 233), a mortgage specifying no place of payment, was conditioned to be due if any instalment of interest remained due and unpaid for thirty days; eight days after the interest fell due, the mortgagee, a single man residing with his mother, left the State and remained absent during the residue of the thirty days; held, that the debtor was not bound to follow him, or tender the interest at the house of the mother, in the absence of any notice that she was authorized to receive it, but that his readiness and willingness to pay the interest in the State was effectual to save the forfeiture. In *Hartnett v. Wandell* (60 N. Y. 346) it was held, where a testator had appointed his wife executrix, and requested "that such male friend as she may desire shall be appointed with her as co-executor," that this was a valid delegation of power to appoint both at common law and under the statute directing letters testamentary to be issued to the persons named in the will as executors. In *Wheeler v. Lynch* (60 N. Y. 469) it was held that a price current list published in a newspaper is not evidence *per se* of market value. It is difficult to see how it could be evidence to any extent, for it is only hearsay. The celebrated *Tweed* case, involving the question of cumulative sentences, occupies thirty-four pages, and is a shining monument of the independence of the judiciary over the bluster of counsel and the clamour of the people. The decision by the commission of appeals in *Mitchell v. Reid* (61 N. Y. 123), that the renewal of a lease taken by one partner in his own name during the partnership term, and to commence at the expiration of that term, enures to the benefit of the partnership, is by no means novel doctrine. In *Perry v. Lorillard Fire Ins. Co.* (61 N. Y. 214) a policy-holder was declared an involuntary bankrupt; and his property was assigned. Held, that this worked such a change in the title and possession of the property as avoided the policy. In *Glen and Hall Manuf. Co. v. Hall* (61 N. Y. 226), the plaintiffs having fraudulently and falsely advertised themselves as doing business at No. 10, South Water-street, Rochester, New York, which was the long-established place of business of the defendant, were restrained from the use of those words. In *Howard v. Daly* (61 N. Y. 362), the plaintiff having contracted to enter defendant's service at a future day, on the arrival of the day tendered performance, but the defendant repudiated the contract; held, that this was a breach of the contract for which plaintiff had an immediate right of action, that the action was for damages and not for wages, and that it was not necessary after such breach to tender service or keep in readiness to perform. In *Westcott v. Fargo* (61 N. Y. 542), the plaintiff delivered to an express company a package for transportation, and received a receipt providing that the defendant should not be liable for any loss or damage "to any box, package, or thing for over fifty dollars, unless the true value thereof is herein stated," and that the party accepting the receipt agrees to the condition. Held, that the condition did not include a loss occasioned by the company's negligence. The court assumed that the condition was a part of the contract, and while they admitted that carriers may by clear and distinct expressions relieve themselves even from liability for their own negligence, yet they held that the words in question do not cover such a case.

Stepping across the border into old Massachusetts, we are greeted at the outset by the unquiet question of false representations as to value. In *Parker v. Moulton* (114

Mass. 99), it is said that false representations as to the condition, situation, and value of real estate, knowingly made by the vendor to the purchaser, are not actionable unless the purchaser has been fraudulently induced to forbear inquiry as to their truth, and in that case the means by which he has thus been induced to forbear inquiry must be specifically set forth in the declaration. A very singular case is *Gray v. Boston Gas Light Co.* (114 Mass. 149). The defendants, without plaintiff's consent, had so fastened a wire to a chimney of his building as to render it unsafe, and eventually to cause it to fall on a passer-by; the injured party brought a suit against the owner of the building, and the owner, after notifying the company to defend, and the company refusing, settled the action; held, that the company was liable to the owner for the amount so paid, and for his expenses. In *Bailey v. N. E. M. Life Ins. Co.* (114 Mass. 177), it was held that the beneficiary of a life policy cannot maintain an action on such policy when it runs to the insured, his legal representatives and assigns. A note by the reporter discloses considerable diversity of opinion on this subject. The contrary has been held in New York and Pennsylvania. That all is not "fair in love" was decided in *Commonwealth v. Stratton* (114 Mass. 300), where it was held that one who gave a young woman figs, containing "love powders," which were eaten by the recipient in ignorance of that fact, and her health was thereby injured, was guilty of assault and battery. In *Favor v. Boston and Lowell Railroad Corporation* (114 Mass. 350) the defendants were held not liable for injury to a horse occasioned by the passage in an ordinary manner of a train of its cars over a bridge spanning a highway on which the plaintiff was driving, even though no warning of the train was given. In *Haves v. Knowles* (114 Mass. 518) the defendant's servant carelessly and wantonly drove defendant's coach against the plaintiff's wagon, and it was held that the fact of the wantonness and mischievousness of the servant not only did not absolve the master from liability, but enhanced the damages. In *Daniels v. Newton* (114 Mass. 530), an action brought for the breach of a written agreement to purchase land, before the expiration of the time given for the purchase, is not maintainable, although the vendee absolutely refused ever to complete the purchase. The reporter's note shows this to be in conflict with several other authorities, including *Burtis v. Thompson*, in New York. It may be presumptuous for us to criticize such high authority, but we venture to say it seems to us that the reason of the whole matter may be tested by one question, namely. What obligation is the vendee under to take the property until the appointed time comes; and until that time, of what force is his declaration that he will not take it? Massachusetts is still sound on Sunday travelling, as appears from *Connolly v. City of Boston* (117 Mass. 64). Here the plaintiff worked at night, and at nine o'clock of a Sunday evening was walking to see his employer to ask him for day-work instead of night-work, when he sustained an injury by reason of a defect in a highway. Held, neither necessary nor charitable, and the action was dismissed. In *Doyle v. Lynn and Boston Railroad Company* (118 Mass. 195) a contrary result was reached, because the plaintiff was going to Boston to visit and render assistance to a sick friend. The plaintiff testified that he did not go to Boston to see the great fire, although he knew it was then raging. A most curious instance of the application of the law of place was afforded in *Le Forest v. Tolman* (117 Mass. 109). The defendant's dog, owned and kept in Massachusetts, strayed into New Hampshire, and bit the plaintiff. The plaintiff brought an action for the injury in Massachusetts on a statute which affords a remedy in such cases without proof of the scienter. But as there was no proof of the scienter, nor that the law of New Hampshire dispensed with it, it was held that the action would not lie in Massachusetts. A learned note accompanies the case of *Commonwealth v. Sturtevant* (117 Mass. 122) on the admissibility of the opinions of non-expert witnesses. The question was "whether a witness, who is familiar with blood, and has examined with a lens a blood stain upon a coat, when it was fresh, can also testify that the appearance then indicated the direction from which it came, and that it came from below upward, although he has never experimented with blood or other fluid in this respect." The question was decided in the affirmative. *Kendall v. City of Boston* (118 Mass. 234) is an amusing case. The defendants

hired a hall and decorated it, for the purpose of giving a public reception to the Grand Duke Alexis. Among the decorations was a bust of the economic philosopher, Benjamin Franklin, who, it is well known, was a "Boston man," which bust was placed on the railing of an interior balcony. The plaintiff, Mrs. or Miss (which, does not appear) Kendall, sat directly under this bust. The programme requested the audience to arise and sing Old Hundred, and as they did so the bust of Poor Richard, either keeping time to the music or nodding approval of the plaintiff's charms displayed beneath him, came down with great force on the bust (shoulder, the report says) of the fair plaintiff, and inflicted injuries by which the application of another description of plaster was rendered necessary. The lady, not deeming the sight of the noble personage a sufficient recompense for her bruises, brought suit against the city, but failed to recover, because there was not sufficient evidence of the defendants' negligence. Doubtless it was the gravity of Benjamin's countenance that caused the bust to fall. From this case the ladies should learn to look overhead for a man's bust, as for so many years they have looked under the bed for the man himself. In *Clark v. Burns* (118 Mass. 275) we have it decided that the owner of a steamship is not an innkeeper, nor liable as a common carrier for a watch worn by the passenger by day and retained by him at night. Although a steamship is not an inn, yet one room may be a "disorderly house," as is held in *Commonwealth v. Bulman* (118 Mass. 456).

In the "land of steady habits" the first case quoted is noticeable, namely, *Jacques v. Bridgeport Horse Railroad Company* (41 Conn. 61). The "melancholy Jacques" was a physician, who had sustained injuries while driving over defendants' track, on account of its improper condition. He claimed to enhance the damages by showing that he was debarred by his injuries from following his profession for some time. Defendants offered proof of reputation that his practice was unlawful, which was excluded. A new trial was awarded for this reason. The life insurance serpent has crept into the Eden of Connecticut. In *Ryan v. World Mutual Life Ins. Co.* (41 Conn. 168), the agent authorized to receive and forward applications, countersign and deliver policies, and collect premiums, fraudulently put down answers to material questions in the application, which were untrue, and not given by the applicant. The applicant signed the application without reading it, and the company issued the policy on the condition that the statements in the application were true. Held, that the insurers were not bound. This may be good law, but we wish Judge Carpenter, after discussing the question through five pages, would not make the rash assertion that "the case before us is a case of life insurance." Such inconsiderate expressions are apt to weaken the confidence of the community in courts of justice. The question of the effect of the late war on life insurance policies which were allowed to lapse through that protracted "unpleasantness" was discussed in *Worthington v. Charter Oak Life Ins. Co.* (41 Conn. 375), where it was held that the state of war did not excuse the non-payment of premiums. Two of the five judges dissented, and the result is in conflict with other decisions. A very important and humane decision is *Dickinson's Appeal* (42 Conn. 491), where it is held that a bastard has inheritable blood for the purpose of collateral as well as lineal descent through him.

In Tennessee, in *Webster v. Rose* (6 Heisk. 93), the "stay law" of that State was pronounced unconstitutional. This law, passed in 1861, it will be remembered, postponed the operation of judgments and decrees twelve months. In *Nashville and Chattanooga Railroad Co. v. David* (6 Heisk. 261), the defendants were held not liable for loss of goods, intrusted to them for carriage, occasioned by an unprecedented flood. In *Harrison v. Willis* (7 Heisk. 35), a tax on lawsuits, to be paid by the unsuccessful party, was held constitutional. The same doctrine was held in Nebraska, in *State ex rel., &c., v. Board of County Commissioners* (4 Neb. 537), except that there the tax was on the plaintiff. Perfect justice, it seems to us, would be attained by imposing the tax on the successful party. In *Phadenbauer v. Germania Life Ins. Co.* (7 Heisk. 577), a life insurance policy was to be void if the assured should "die by suicide or by his own hands." Held, that if the assured killed himself when incapable of distinguishing right from wrong, the policy was enforceable.

In Nebraska, *McClary v. The Sioux City and Pacific*

Railroad Co. (3 Neb. 44) is a striking case. A railroad train, running three-quarters of an hour behind time, was upset by a gust of wind, and plaintiff was injured. The wind did not extend to that portion of the road where the train would have been if on time. Held, that the tardiness of the train was not the proximate cause of the injury. In *Webb v. Hoskison* (4 Neb. 308), it was held that the *bona fide* holder of a promissory note secured by a mortgage takes the mortgage as well as the note discharged of equities between the original parties.

In *Prior v. Downey* (50 Cal. 388), a statute attempting to validate a judgment void for lack of jurisdiction was held unconstitutional.

In *Fletcher v. State* (49 Ind. 124), it was held that, where an accused person testifies on his own behalf, his reputation for truth and veracity may be impeached, but not his general moral character. In this connection we also note *Commonwealth v. Nichols* (114 Mass. 285), where it is held that an accused person, testifying on his own behalf, waives his privilege as to criminating himself, and may be cross-examined as to everything relevant to the issue. Surely, this latter case makes the accused worse off than any other witness. In *Hollingsworth v. Swedenborg* (49 Ind. 378), it was held, that the mother of a minor child is not entitled, after re-marrying, to recover for the child's services, in the absence of an agreement to pay her therefor.

In *Smith v. Sloan* (37 Wis. 285), the limited power of one member of a non-trading partnership to bind his partners by note is clearly defined. There must be express authority; it must be necessary to the carrying on of the business, or it must be usual in similar partnerships. In *Pringle v. Dunn* (37 Wis. 449), the record of a mortgage, where the clerk had neglected to record the names of the subscribing witnesses, was held ineffectual.

In point of variety this series can never be surpassed. Its pages display the different degrees of civilization and intelligence in this country, from the surly Puritanism of New England, displayed in its Sunday laws, to the motley population and crude justice of Texas, which tries a man for murder with nine jurors who do not understand English.

A correspondent writing to the *Times* says:—"In your review of the work by Mr. Paterson 'Commentaries on the Liberty of the Subject,' &c., allusion is made to the fact that so late as 1726 a gentleman underwent the 'peine forte et dure' for refusing to plead guilty or not guilty at Kington Assize. The *London Magazine* for August, 1785, contains a horrible and detailed account of a man who was actually pressed to death at Horsham for obstinately remaining dumb when placed upon his trial at Lewes Assize. In this case the weights placed over the unhappy man were gradually increased to a total of 350lb., when the executioner completed his task by adding his own quota of sixteen stone."

In a liquidation case before Mr. Registrar Spring Rice, on Tuesday last, an application was made for the registration of resolutions which had been assented to by a statutory majority of creditors for the acceptance of a composition of 6d. in the pound in satisfaction of their debts. The debtor had returned his liabilities at £1,380, and assets, £100. The application was opposed on behalf of a creditor, who contended that the resolutions had been passed in the interest of the debtor, and not of the general body of the creditors. It was also argued that the composition was inadequate, having regard to the amount of the assets; and attention was called to the fact that the resolutions had been carried by means of the vote of friendly creditors. The registrar said it was undoubtedly most creditable to the country that in liquidation and bankruptcy the absorption of assets should be so excessive; but such, unfortunately, was the fact, and consequently creditors were frequently induced to accept a small composition, smaller even than the assets seemed to justify, rather than have recourse to liquidation or bankruptcy. A large proportion of the creditors voting on the resolutions before him were, it was true, family, and not trade, creditors; but the court could make no distinction between different classes of creditors, all being equally entitled to vote. As the composition had not been secured, he should require evidence as to tender of payment; but upon production of such evidence to the chief clerk the resolutions would be registered.

Appointments, &c.

Mr. JOHN HENRY SPRING BRANSON, barrister, of Madras, has been appointed to officiate as First Judge of the Madras Court of Small Causes. Mr. Branson was called to the bar at the Middle Temple in Trinity Term, 1862.

Mr. THOMAS M. BUSTEED, barrister, has been appointed to officiate as a Judge of the High Court of Judicature at Madras, during the absence of Mr. Justice Kernan.

Mr. BRIDGES HARVEY, solicitor, of Thetford, has been appointed Clerk to the Magistrates of that Borough, in the place of Mr. Odden Frederick Read, resigned.

Mr. JAMES SAUNDERS, solicitor, of East Dereham and Foulsham, has been elected Clerk to the Local Board of the East Dereham Local Government District.

In consequence of a complaint of "touting," Mr. Paget has caused the following notice to be affixed to the walls of the Hammersmith Police-court:—"Caution. The public are earnestly cautioned against all persons whomsoever who offer their services to such as have business at the court. The sitting magistrate hears all applications at ten a.m. daily, and should be addressed by the applicants in person. At other hours of the day information can be freely obtained at the office. The police in attendance at the court have strict orders not to recommend solicitors to prisoners or other persons who may require them. By order of this court."

PUBLIC COMPANIES.

Sept. 7, 1877.

GOVERNMENT FUNDS.

3 per Cent. Consols, 95½
Ditto for Account, Oct. 3, 95½
Do. 3 per Cent. Reduced, 94½
New 3 per Cent., 94½
Do. 3½ per Cent., Jan. '94
Do. 4 per Cent., Jan. '94
Do. 5 per Cent., Jan. '79
Annuities, Jan. '80

Annuities, April, '85, 93
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, 2½ per Cent. 12 pm.
Ditto, £500, Do, 12 pm.
Ditto, £100 & £200, 12 pm.
Bank of England Stock. — per
Cent. (last half-year), 266
Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ind. Stk. 5 per Cent., July, '80, 108½
Ditto for Account, —
Ditto 4 per Cent., Oct. '88, 103½
Ditto, ditto, Certificates —
Ditto Enhanced Ppr., 4 per Cent. 82
2nd Inf. Pr., 5 per Cent., Jan. '72

Inf. Pr. 5½ per Cent., May, '88,
Ditto Debentures, 4 per Cent.
April, '84
Do. Do. 5 per Cent., Aug. '73
Do. Bonds, 4 per Cent. £1000
Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Prices
Stock Bristol and Exeter	100	—
Stock Caledonian	100	137
Stock Glasgow and South-Western	100	108
Stock Great Eastern Ordinary Stock	100	4½
Stock Great Northern	100	123
Stock Do. A Stock	100	120
Stock Great Southern and Western of Ireland	100	129
Stock Great Western—Original	100	101
Stock Lancashire and Yorkshire	100	135½
Stock London, Brighton, and South Coast	100	123
Stock London and North-Western	100	204
Stock London and South Western	100	146
Stock Manchester, Sheffield, and Lincoln	100	128½
Stock Metropolitan	100	78½
Stock Do. District	100	113
Stock Midland	100	51
Stock North British	100	125
Stock North Eastern	100	93
Stock North London	100	159½
Stock North Staffordshire	100	145
Stock South Devon	100	61
Stock South-Eastern	100	86
Stock South-Western	100	135

* A receives no dividend until 6 per cent. has been paid to B.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BAGSHAW—Sept. 3, at 46, Belsize-square, London, N.W., the wife of W. H. G. Bagshaw, Q.C., of a son.
BEAUMONT—Sept. 4, the wife of Edward Beaumont, of Lincoln's-inn, and 6, Regent's-park-road, of a son.
HAZLITT—Aug. 28, at 54, Holland-road, Kensington, the wife of W. Carew Hazlitt, barrister-at-law, of a daughter.
LATHAM—Sept. 2, at Greenhill, Weymouth, the wife of Thomas Latham, barrister-at-law, of a son.
LEECH—Sept. 4, the wife of Arthur Leech, solicitor, of Arlington House, Newcastle-under-Lyme, of a daughter.
TEASDALE—Aug. 29, at St. Mary's, York, the wife of John Teasdale, solicitor, of a son.
YOUNG—Sept. 1, at Edgbaston, the wife of Hugo J. Young, of the Inner Temple, barrister-at-law, of a son.

MARRIAGES.

FRY—SIMPSON—Sept. 4, at Tunbridge Wells, John Fry, solicitor, of Saxmundham, to Mary Constance, daughter of Thomas Fox Simpson, solicitor, of Clyde House, Tunbridge Wells.
GORDON—TABOR—Sept. 4, at Pembury, Alexander Gordon, B.A., barrister-at-law, to Harriett Emily, daughter of the Rev. R. S. Tabor, of Cheam, Surrey, and Hawkwell Place, Kent.
VAUGHAN—BROOKE—Aug. 30, at Heaton Norris, George Lingard Vaughan, solicitor, to Mary Taylor, daughter of the late Isaac Brooke, surgeon, Stockport.
WRIGHT—KENNEDY—Sept. 1, at St. John's, Notting-hill, Richard Thomas Wright, M.A., barrister-at-law, to Mary Marshall Kennedy, daughter of the late Henry Kennedy, LL.D., barrister-at-law, of 69, Marine-parade, Brighton.

DEATHS.

BOWKER—Aug. 30, at Westfield House, Bishop's Stortford, John Baron Bowker, solicitor, formerly of Manchester, aged 66.
STOKES—Aug. 24, at Geneva, Henry Graham Stokes, Proctor to the Admiralty, of No. 8, Belsize-park, Hampstead, and of No. 16, Philpot-lane, City, aged 61.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, AUG. 31, 1877.
LIMITED IN CHANCERY.

Brighton Livery Stables Company, Limited.—Petition for winding up, presented Aug 30, ordered to be heard before the M.R. on Nov 3.
Wright, Walbrook, solicitor for the petitioner
West Swansea Colliery Company, Limited.—Petition for winding up, presented Aug 28, directed to be heard before V.C. Malins on Nov 9.
Joseph, Moorgate-street, solicitor for the petitioners

TUESDAY, SEPT. 4, 1877.
LIMITED IN CHANCERY.

Mill Hill Wool and Rag Extracting Company, Limited.—By an order made by the M.R., dated Aug 23, it was ordered that the above company be wound up. Learoyd and Co, Albion-chambers, Moorgate, agents for Learoyd and Co, Huddersfield, solicitors for the petitioners
Southsea and Isle of Wight Steam Ferry Company, Limited.—Fry, J. has fixed Tuesday, Sept 11, at 12, at the chambers of the M.R., as the time and place for the appointment of a provisional liquidator

COUNTY PALATINE OF LANCASTER.

North Lonsdale Deposit Bank, Limited.—Creditors are required, on or before Sept 24, to send their names and addresses, and the particulars of their debts or claims, to Robert Ellis, Cornwallis-street, Barrow-in-Furness. Monday, Oct 1, at 11, at the district registry is appointed for hearing and adjudicating upon the debts and claims

STANNARIES OF CORNWALL.

New Wheel Towan Mining Company.—Petition for winding up, presented Aug 28, directed to be heard before the Vice-Warden, at the Law Institution, Chancery-lane, on Wednesday, Oct 17, at 3. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the registrar's office, Truro, on or before Oct 15, and notice thereof must at the same time be given to the petitioners or their solicitors. Hodge and Co, Truro, solicitors for the petitioners

Friendly Societies Dissolved.

FRIDAY, AUG. 31, 1877.

Tandridge Hundred Amicable Benefit Society, Tandridge, Surrey. Aug 28

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, AUG. 17, 1877.

Borman, James, Rockstones terrace, Southampton. Oct 15. Browne v Borman, V.C. Malins. Stanton, Southampton
Callender, William Romaine, The Elms, Dunsbury, Lancashire. Sept 15. Callender v Callender, Registrar Court of Chancery, Manchester
Callender, William Romaine, Jun, Mandeth Hall, Burnage, Lancashire. Sept 15. Callender v Callender, Registrar Court of Chancery, Manchester

Fowell, Francis Newton, Holford sq, Pentonville, Gent. Oct 1.
Salmon v Fowell, V.C. Hall. Budd and Co, Bedford row
Offin, John, Hutton park, Essex, Esq. Sept 29. Offin v Stone, V.C.
Malins. Tilleard, Clement's lane
Vickers, Samuel, Staningley, Bramley, York, Stone Merchant. Oct 23
Vickers v Vickers, V.O. Bacon. Carr, Leeds

TUESDAY, Aug. 21, 1877.

Brooks, Reuben George, Morecambe, Lancashire, Gent. Oct 1. Kelling
v Brookes, V.C. Hall. Booty, Raymond buildings
Connah, William, Manchester, Merchant. Sept 29. Connah v Connah,
V.C. Malins. Baker, Deansgate

FRIDAY, Aug. 24, 1877.

Bell, Thomas Thompson, St Thomas, Danish West Indies, Civil
Engineer. Oct 13. bell v Bell, V.C. Malins. Weatherall, King's
Bench walk, Temple

FRIDAY, Aug. 31, 1877.

Robinson, George, Kirklington, Nottingham, Farmer. Sept 30.
Whitaker v Robinson, V.C. Hall. Kirkland, Southwell

Creditors under 22 & 23 Viet. cap. 35.

Last Day of Claim.

TUESDAY, Aug. 28, 1877.

Barnes, Samuel Emery, College terrace, Barnsbury, Wine Merchant.
Nov 1. Arkcoll and Co, Tooley st, Southwark
Barwell, John, Handsworth, Stafford, Gent. Sept 29. Wills and
Newey, Birmingham
Brown, Andrew, Stockton, Durham, Engineer. Oct 1. Dodds and
Co, Stockton-on-Tees
Browne, Edmund Head, Edgware rd, Maida hill, Stockbroker. Nov 1.
Burton and Co, Lincoln's inn fields
Bull, Jane, St Neots, Huntingdon. Sept 30. Wilkinson and Co,
St Neots
Corner, George, Redcar, York. Hotel Keeper. Dec 1. Luke Thomp-
son, jun, Middlesburgh, York
Dutton, Thomas, Hasle, Stafford, Potter's Manager. Sept 12.
Smith, Tunstall, Stafford
Edmonds, Eliza, Nugent place, Bristol. Sept 20. Greville, Bristol
Entwistle, Richard, Hey Fold, Over Darwen, Lancashire, Farmer.
Sept 20. Costeker, Darwen
Freeman, John, Sarsden, Oxford. Oct 24. Wilkins, Chipping Norton,
Oxon
Frost, Jacob, Kendal, Westmoreland, Watchmaker. Oct 9. Thomson
and Wilson, Kendal
Furber, Thomas, jun, High Office, Stafford, Farmer. Oct 8. Adderley
and Marfist, Longton, Stafford
Graham, John, Middlesborough, York, Gent. Dec 1. Thompson,
jun, Middlesborough
Green, Frederick, Chester, Innkeeper. Sept 15. Nordon and Mason,
Chester
Morsall, Timothy, Otley, York, Esq. Oct 1. Gardiner and Jeffery,
Bradford
Judd, William, sen, Blunham, Bedfordshire, Grocer. Oct 20. Chap-
man, Biggleswade, Beds
Kellott, Thomas, Middlesborough, York, Slater. Dec 1. Thompson,
jun, Middlesborough
Lobley, Benjamin, Liverpool, Builder. Sept 23. Harris, Liverpool
Murley, Robert, Brecknock rd, Camden rd. Sept 29. Holcombe,
Great James st, Bedford row
Oldham, Hugh Gillat, Portolown rd, Maida vale. Nov 28. Pearce,
and Co, Abchurch yard
Porter, Henry, Redfield rd, Clapton park, Gent. Oct 1. Jones and
Co, Queen's sq, Chesham
Sibben, Hon Alexander Leslie Melville Hore, New Windsor, Berks.
Nov 18. Darvill and Co, New Windsor, Berks
axon, Caroline, Church st, Stoke Newington. Oct 18. Naunton,
Chesham
Senior, James Brisland, Allensmore, Hereford, Innkeeper. Oct 8.
Garrold, Hereford
Stanton, John, Stockton, Durham, Iron Moulder. Oct 1. Dodds and
Co, Stockton-on-Tees
Stanciffl, John, Sutton, nr Macclesfield, Cheshire, Brewer. Oct 31.
Barclay and Henstock, Macclesfield
Thomson, Edward Cory, Birmingham, Metal Broker. Sept 21. James,
Swansea
Ward, Eleanor, Weston, nr Bath, Somerset. Sept 20. Greville, Bristol
Ward, Mary, Horton, Bucks. Oct 19. Bloxams and Ellison, Lincoln's
inn fields

Bankrupts.

FRIDAY, Aug. 31, 1877.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.

Shearman, W A. Omsburgh st, Regent's park, no occupation.
Pet Aug 27. Murray. Sept 13 at 11
Smale, William, South Lambeth rd, Builder. Pet Aug 5. Keene.
Sept 13 at 12

To Surrender in the Country.

Batcheler, Stephen, Fenge, Tailor. Pet Aug 24. Rowland. Croydon,
Sept 11 at 2
Carragher, John, Liverpool, Provision Merchant. Pet Aug 27. Bell-
ringer. Liverpool, Sept 17 at 12
Eden, Leigh, Swinton, Lancashire, Furniture Broker. Pet Aug 24.
Hulson. Salford. Sept 12 at 11
Hughes, David, Pantyrrch, Messan, Carnarvon, Farmer. Pet Aug 25.
Jones. Bangor, Sept 10 at 2
Kemp, Alfred Blyth, Bradford, Public Accountant. Pet Aug 28.
Robinson. Bradford, Sept 11 at 11
Tolera, Samuel, Bodminster, Bristol, Draper. Pet Aug 27. Harley.
Bristol, Sept 12 at 2
Watkins, Thomas, Kemp town, Brighton, Builder. Pet Aug 27.
Shephard. Brighton, Sept 21 at 11

TUESDAY, Sept. 4, 1877.]

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.
To Surrender in the Country.

Crawford, Joseph, Dudley, Worcester, Fender Manufacturer. Pet Aug
31. Walker. Dudley, Sept 20 at 12
Day, William Arthur, Oak, Mon, Coal Merchant. Pet Sept 1. Davis.
Newport, Sept 19 at 12
Fishburn, Richard, St Leonard's-on-Sea, Tailor. Pet Aug 27. Young.
Hastings, Sept 15 at 1
Fisher, William, High rd, Lewisham, Plumber. Pet Aug 29. Fara-
field. Greenwich, Sept 19 at 3
Gligar, John, Burnley, Provision Dealer. Pet Aug 30. Hartley.
Burnley, Sept 18 at 3.30
Knuck, Henry, Manchester, Dealer in Paper Making Materials. Pet
Aug 31. Lister. Manchester, Sept 27 at 9.30

BANKRUPTcies ANNULLED.

FRIDAY, Aug. 31, 1877.

Aschkinase, Wolf, Minorities, Grocer. Aug 25
Davison, William, Southwick, Durham, Builder. Aug 24
Hughes, John Morgan, Liverpool, General Broker. Aug 24

TUESDAY, Sept. 4, 1877.

Beard, Rev William Day, Norwich. July 31

Liquidations by Arrangement. FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug. 31, 1877.

Atherton, George Towndrow, Birkdale, Southport, Lancashire, Gent.
Sept 28 at 2 at offices of Walker and Co, Gresham buildings, Basing-
hall st, Field and Weightman, Liverpool
Atkinson, Thomas, Jarrow, Durham, Grocer. Sept 7 at 2 at offices of
Hoyle and Co, Collingwood st, Newcastle-upon-Tyne
Bateman, William, and Edward Owen, Birmingham, Tin Ware Manu-
facturers. Sept 14 at 11 at offices of Parr, Colmore row, Birmingham
Beaumont, Henry, and James Beaumont, Carlton, nr Barnsley, Grocers.
Sept 14 at 11 at offices of Gray, Eldon st, Barnsley
Bell, Margaret Alexes, and Mary Frances Bradford, Brighton, School
Proprietors. Sept 13 at 3 at offices of Nye, North st, Brighton
Bellinson, George, Chichester place, Harrow rd, Job Master. Sept 11
at 2 at offices of Payne, Serjeants' inn, Temple
Blackburn, Jane, and Mary Jane Blackburn, Dewsbury, York, School-
mistresses. Sept 13 at 11 at offices of Chadwick and Sons, Church st,
Dewsbury
Blake, George, Downton, Wilts, Innkeeper. Sept 19 at 3 at the White
Horse Inn, Downton. Kelsey
Blake, Robert, Bolton, Innkeeper. Sept 13 at 3 at offices of Scowcroft,
Town Hall sq, Bolton
Blow, Henry, Lincoln, Butcher. Sept 13 at 11 at offices of Tweed and
Stephen, Saltgate, Lincoln
Bridgens, Charles, Kingswinford, Stafford, Licensed Victualler. Sept
10 at 3 at offices of Addison, High st, Brierley hill
Butcher, Catherine, Hereford, Ladies' Outfitter. Sept 14 at 12 at the
Great Western Hotel, Birmingham. Corner, Hereford
Calvetti, Romeo, Courbanours st, Leicester sq, Dealer in Fine Arts.
Sept 12 at 1 at offices of Scott and Baker, Gray's inn sq
Carbutt, Joseph, Dewsbury, York, Woollen Manufacturer. Sept 13 at
3 at offices of Burnley, Wellington Hotel, Dewsbury. Chadwick and
Sons, Dewsbury
Chedzay, Walter, Birmingham, Painter. Sept 12 at 10.15 at offices of
East, Eldon chambers, Cherry st, Birmingham
Clack, Charles Henry, Edenbridge rd, Hackney, out of business. Sept
13 at 3 at the Buck's Head, Chilton st, Bethnal green. Biggden,
Bldmouth st, Hackney
Cowgill, Jonathan, Huddersfield, Butcher. Sept 20 at 11 at offices of
Armitage, Lord st, Huddersfield
Crockett, John, Hulme, Builder. Sept 17 at 3 at offices of Storey,
Fountain st, Manchester
Currie, Robert, Newcastle-upon-Tyne, Provision Merchant. Sept 4 at
2 at offices of Sewell, Gray st, Newcastle-upon-Tyne
Davies, David, Aberdare, Innkeeper. Sept 15 at 11 at offices of Phillips,
Canon st, Aberdare
Davies, Edward, Carnarvon, Blacksmith. Sept 15 at 11 at 1, Church
st, Carnarvon. Allsoun
Davies, Herbert William, Neath, Glamorgan, Licensed Victualler.
Sept 14 at 12 at offices of Kempthorne, Dyffryn chambers, Neath
Davies, William, Tonypan dy, Glamorgan, no occupation. Sept 11 at 1
at offices of Tribe and Co, Crockerstown, Cardiff. Morgan, Pon-
typridd
England, George Joseph, Birmingham, Commission Agent. Sept 11 at
12 at offices of Fallowes, Cherry st, Birmingham
Freeman, Edward Joseph, St Bride's st, Ludgate circle, Brush Mam-
facturer. Sept 13 at 3 at offices of Andrews and Mason, Ironmongers
lane. Angell and Imbert-Terry, Gresham st, Bank
Friend, Robert William, Kingston, Surrey, Clerk in the India Office.
Sept 13 at 3 at offices of Ford, Chesham. West and Co, Canon st,
Fry, Peter, Totterdown, Somerset, Grocer. Sept 13 at 11 at offices of
Windle, Clare st, Bristol
Gamble, William James, Feltham hill, Feltham, Market Gardener.
Sept 21 at 4 at the Cricketer's Inn, Fairfield, Kingston, Surrey.
Marshall
Gardiner, Joseph, Cornwall rd, Brixton, Rent Collector. Sept 21 at 11
at 3 at offices of Apps, South sq, Gray's inn
Gaskell, Elias, Chapel-en-le-Frith, Derby, Cotton Merchant. Sept 25
at offices of Addeshaw and Warburton, King st, Manchester
Gibbs, Thomas Robson, High st, Shoreditch, Fruiterer. Sept 19 at 11
at offices of Blax, Grove rd, Victoria park
Goodwin, Herbert, Stretdford, Lancashire, Commercial Traveller. Sept
20 at 11 at offices of Hodgson, Tib lane, Manchester
Gould, Charles Osborne, Aldershot, Lieutenant in H.M.'s 16th Reg-
ment of Hussars. Sept 26 at 3 at offices of Lawrance and Co, Old
Jerry chambers
Green, Richard, Essendon, Hertford, Miller. Sept 12 at 4.15 at the
Salisbury Arms Hotel, Hertford. Times, Hitchin
Gregory, John, Birmingham, Boot Dealer. Sept 14 at 3 at offices of
Rowley, Temple row, Birmingham

Greene, Thomas James, Sheffield, Grocer. Sept 13 at 12 at offices of Stacey, Castle chambers, High st, Sheffield
 Hands, David, Birmingham, out of business. Sept 11 at 10.15 at offices of East, Eldon chambers, Cherry st, Birmingham
 Harris, Robert, Handsworth, Stafford, Builder. Sept 12 at 12 at offices of Jolynt, New st, Birmingham
 Hickling, John, Barnsley, Provision Dealer. Sept 13 at 11 at offices of Sator, Regent st, Barnsley
 Holt, Thomas, Manchester, Commission Agent. Sept 18 at 3 at offices of Edwards, Brazennose st, Manchester
 Hughes, George Housefield, Manchester, Agent. Sept 17 at 3 at offices of Binliff, Princess st, Manchester
 Hunter, Joseph, Kendal, Westmoreland, Saddler. Sept 17 at 2 at offices of Moser and Sons, Strickland gate, Kendal
 Jerny, Joseph, and William Fottler, Currian rd, Shoreditch, Cabinet Makers. Sept 16 at 12 at 7, Mark lane, Preston
 Jones, Charles, Wellington, Salop, Maltster. Sept 14 at 11 at the Raven Inn, Walker st, Wellington. Clark, Willenhall
 Jones, David, Burnley, Draper. Sept 19 at 3 at offices of Boote and Edgar, Booth st, Manchester. Hartley, Burnley
 Jones, Edward, Manchester, Baker. Sept 14 at 11 at offices of Whitt, King st, Manchester. Whitehead, Manchester
 Joseph, Lyon Joseph, Birmingham, Jeweller's Factor. Sept 13 at 2.30 at the Union Hotel, Birmingham. Hodgson, Birmingham
 Keall, Mary Ann, Ilfrcombe, Devon, Innkeeper. Sept 18 at 12 at offices of Thorne, Castle st, Barnstable
 Kerby, William, and Richard James Tolman, Bristol, Provision Merchants. Sept 10 at 12 at offices of Williams and Co, Exchange, Bristol. Bedell, Bristol
 Kershaw, James, Rafield, nr Littleborough, Lancashire, Oil Manufacturer. Sept 17 at 3 at offices of Standing, King st, Rochdale
 Kerswill, John, Marylebone rd, Wheelwright. Sept 7 at 3 at 37, Bedford row, Marshall
 Lewis, Herbert Dodge, Carmarthen, Wine Merchant. Sept 12 at 2 at the Guildhall, Carmarthen. Lloyd, Haverfordwest
 McCausland, Andrew, Manchester, Show Case Maker. Sept 14 at 3 at offices of Chew and Sons, Swan st, Manchester
 Meredith, Henry, Ragland, Mon, Saddler. Sept 11 at 11.30 at the Castle Hotel, Uck. Gardner, Uck
 Millington, Richard, Dawley, Soap, Chaiasmaker. Sept 18 at 12 at offices of Harrison, Dawley
 Moore, James, Skelton, York, Horsehouse Keeper. Sept 10 at 11 at offices of Addenbrooks, Zetland rd, Middleborough
 Morris, David, Brydiorion, nr Cydnack, Glamorgan, Brewer. Sept 13 at 11 at offices of Thomas, York place, Swansea
 Newall, William, and Charles Elledge, Oxford st, Mile End rd, Boot Manufacturers. Sept 12 at 3 at the Buck's Head, Chilton st, Bethnal green. Rigby, Avenue rd, Camberwell
 Newton, Robert Kirkby, Kendal, Provision Dealer. Sept 12 at 12 at offices of Moser and Sons, Strickland gate, Kendal
 Owen, John, Llangefni, Coal Merchant. Sept 19 at 1 at the British Hotel, Bangor. Dew, Llangefni
 Pastow, Frederick Cesar, Manchester, Merchant. Sept 13 at 2 at offices of Bellock and Worthington, Kennedy st, Manchester. Chester and Co, Staple Inn
 Pearcy, Elias, Exeter, Butcher. Sept 13 at 3 at offices of Friend, Post office chambers, Exeter
 Pepper, William Reynolds, Wye, Licensed Victualler. Sept 14 at 3 at the King's Head, Worth. Nis, Brighton
 Phillips, William, Blackwood, Mon, Publican. Sept 14 at 12 at offices of Lloyd, Bank chambers, Newport
 Picken, Robert, Willenhall, Grocer. Sept 11 at 11 at offices of Baker, Wellall st, Willenhall
 Pinches, Benjamin, Morice Town, Stoke Damerel, Butcher. Sept 11 at 13 at offices of Rodda, Courtenay st, Plymouth
 Pointon, Elijah, Nottingham, Iron Merchant. Sept 24 at 11 at offices of Eversal and Turner, St Peter's Church walk, Nottingham
 Pope, Alfred Crosby, Flimbury drive, Bursdon. Sept 17 at 2 at offices of Walker and Warr, Furnival's Inn
 Pratt, John Dixon, Whitley, Northumberland, Builder. Sept 18 at 11 at the rooms of the Newcastle-upon-Tyne Incorporated Law Society, Royal arcade, Newcastle-upon-Tyne. Phillipson, Newcastle-upon-Tyne
 Puttick, John, Hove, nr Brighton, Dealer in Building Materials. Sept 13 at 3 at offices of Goodman, North st, Brighton
 Rees, William, Glascoed, Mon, Farmer. Sept 13 at 12 at offices of Gardner, Abergavenny
 Reilly, Mortimore, Dudley, Boot Manufacturer. Sept 11 at 11 at offices of Lowe, Wolverhampton st, Dudley
 Richards, Frank Graham, and Walter Wilding, Birmingham, Builders. Sept 11 at 12 at offices of Smith, Temple st, Birmingham
 Richards, William, Kilgerr, nr Onedstown, Mon, Farmer. Sept 17 at 11 at the George Hotel, Chepstow. Lloyd
 Richardson, William, and Thomas Henry Richards on, Leeds, Builders. Sept 13 at 11 at offices of Ford and Son, Albion st, Leeds
 Robinson, Andrew Rose, Compton st, Agent. Sept 14 at 12 at Mackay's Tavern, Water lane, Ludgate hill. Lee and Graham, Lincoln's Inn fields
 Robson, John, Chester-le-Street, Durham, Mason. Sept 14 at 11 at offices of Skelhead, Elvet Bridge, Durham
 Sawley, William Henry, Saint Sidwell, Exeter, Accountant. Sept 37 at 12 at the Queen's Hotel, Exeter. Hooper and Michelmore
 Shorrocks, Eccles, Ralf Shorrocks Ashton, and William Shorrocks Ashton, Over Darwen, Cotton Spinners. Sept 13 at 11 at the Palestine Hotel, Victoria st, Manchester. Costaker, Over Darwen
 Spalding, Thomas, New Bedford, Nettingham, Plasterer. Sept 13 at 13 at offices of Lees, Jun, Middle pavement, Nottingham
 Southwell, Frederick, Croydon, Surrey, Artist. Sept 13 at 2 at offices of Moss and Co, Winchester House, Old Broad st
 Stokes, James, Chester, Broker. Sept 14 at 3 at offices of Nordon and Stokes, Bridge st row east, Chester
 Taylor, William Potter, Penryn, Cornwall, Outfitter. Sept 13 at 12 offices of Dobell, Es, Quay st, Exeter
 Taylor, Harry Charles, Bristol, Auctioneer Bank Keeper. Sept 8 at 11 at offices of Esary, Guildhall, Broad st, Bristol
 Taylor, William, Manchester, Provision Dealer. Sept 30 at 3 at offices of Rylands and Baker, Essex st, Manchester

Teague, Charles Robert, Greenham st, Auctioneer's Clerk. Sept 14 at 3 at offices of Grant, Suffolk lane, Cannon st
 Thomson, James, Newport, Monmouth, Draper. Sept 14 at 12 at offices of Gibbs, Tredegar place, Newport
 Tovey, Alfred James, Birmingham, Hair Pin Manufacturer. Sept 13 at 11 at offices of Hornblower and Hadley, Waterloo st, Birmingham
 Turley, George, Birmingham, Drysalter. Sept 19 at 12 at offices of Bower and Co, Paradise st, Birmingham
 Turner, John, St John's sq, Clerkenwell, Printer. Sept 18 at 12 at offices of Sykes, St Swithin's lane
 Underwood, James Alfred, Bristol, Grocer. Sept 18 at 3 at offices of Hobbs, Clare st, Bristol
 Venemore, James William, Leighton Buzzard, Bedford, Baker. Sept 13 at 4 at the Golden Ball, Church sq, Leighton Buzzard. Wells, Paternoster row
 Walters, William Abbott, Birmingham, out of business. Sept 13 at 12 at offices of Southall and Co, Newhall st, Birmingham
 Whitton, George, Culworth House, Northampton, Farmer. Sept 12 at 12 at the Talbot Hotel, Towcester. Jeffery, Northampton
 Wilson, Edward, Barnsley, Provision Dealer. Sept 13 at 11 at offices of Gray, Eldon st, Barnsley
 Wilson, Edwin, Dewsbury, Rag Merchant. Sept 12 at 3 at offices of Shaw, Bond st, Dewsbury
 Wolfe, Charles, Dunker's hill, Nottingham, Butcher. Sept 14 at 4 at 12, Fletcher gate, Nottingham. Cockayne
 Tuxford, Sept 4, 1877.
 Alexander, William Taylor, Manchester, Drysalter. Sept 31 at 3 at offices of Storer, Fountain st, Manchester
 Allen, Robert William, Newcastle-upon-Tyne, Painter. Sept 14 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
 Aspinall, Thomas Hysfield, York, Builder. Sept 17 at 10 at offices of Crumblis, Stonegate, York
 Aulsebrook, Edwin, Offenham, Worcester, Market Gardener. Sept 17 at 3 at offices of Pitt, The Avenue, Cross, Worcester
 Barker, William, Emsay, Stafford, Dealer in Sewing Machines. Sept 13 at 18 at the Talbot Inn, Staffs
 Bell, Thomas, Bolton, Lancashire, Eating House Keeper. Sept 19 at 10 at offices of Fielding, Bowker's row, Bolton
 Birley, Elizabeth, Clabrough, Nottingham. Sept 17 at 11 at offices of Page, Jun, Flaxengate, Lincoln
 Binney, Charles, Exeter, Hatter. Sept 17 at 2 at offices of Harris, Gandy st chambers, Exeter. Fryer
 Blake, Robert, Bootle, nr Liverpool, Butcher. Sept 17 at 3 at offices of Gibson and Bolland, South John st, Liverpool. Smith, Liverpool
 Blund, Edward, Darlington, Durham, Tailor. Sept 18 at 3 at offices of Wilkes, Northgate, Darlington
 Blythe, Daniel, and Robert Blythe, Newcastle-upon-Tyne, Contractors. Sept 31 at 11 at offices of Keenlyside and Forster, St John's chambers, Grainger st west, Newcastle-upon-Tyne
 Brown, Frederick, Bishopgate st within, Ironfounder. Sept 20 at 13 at offices of Bolton and Co, New sq, Lincoln's Inn
 Browne, William Lionel Leigh, Northfleet, Kent, no occupation. Sept 14 at 2 at offices of Angove, Harmer st, Milton-next-Gravessend
 Bullen, James, and Jane Bevan, Lifton, Devon, Builders. Sept 15 at 12 at offices of Bridgman, Princess sq, Plymouth
 Burket, James, Perdition, Lancashire, Boot Maker. Sept 23 at 10 at offices of Blakeway, St John st, Manchester
 Burrows, William, Frichard's rd, Hackney rd, Boot Dealer. Sept 12 at 2 at offices of Ashley, Charles sq, Hoxton
 Cabell, George, Bath, Baker. Sept 11 at 13 at 10, Somerset buildings, Bath. Crutwell, Bath
 Capes, Gabriel Brittain, Burton-upon-Trent, Stafford, Engineer. Sept 18 at 12 at the White Hart Hotel, High st, Burton-upon-Trent
 Dewry, Brigion-upon-Trent
 Cartwright, Bernard Talbot, Edgbaston, Warwick, Solicitor. Sept 24 at 3 at the Royal Hotel, Temple row, Birmingham. Dallow, Wolverhampton
 Clapham, William, Manchester, Estate Agent. Sept 19 at 3 at offices of Trevor, Clarence buildings, Booth st, Manchester, in lieu of the place originally named
 Clark, William, Bedford, Coal Merchant. Sept 17 at 11 at offices of Conquest and Clare, Duke st, Bedford
 Clarkson, James, Leeds, Commercial Traveller. Sept 15 at 11 at offices of Harrie, Bank st, Leeds
 Clowes, William, Swadincote, Derby, Boot Dealer. Sept 18 at 2 at offices of Dewry, High st, Burton-upon-Trent
 Cox, John, Northam, Devon, Ship Builder. Sept 19 at 12 at the Arundel Hotel, Arundel st, Strand. Smale, Bideford
 Craine, John Caesar, Moss Side, nr Manchester, Stationer. Sept 30 at 3 at offices of Storer, Fountain st, Manchester
 Crees, William, Malvern Link, Worcester, Plumber. Sept 15 at 11 at offices of Corbett, Avenue House, The Cross, Worcester
 Cresswell, David Gordon, Armiry, Leeds, Ragging Manufacturer. Sept 13 at 11 at offices of Middleton and Son, Park row, Leeds
 Crosby, William, Braybrook, Northampton, Grasier. Sept 15 at 11 at offices of Rawlins and Son, Market, Harborough
 Dawes, Henry, Jun, Malvern Link, Worcester, out of business. Sept 12 at 11 at offices of Tree, High st, Worcester
 Deagardin, Louis, Bristol, Egg Importer. Sept 19 at 2 at offices of Beckingham, Albion chambers, Broad st, Bristol
 Dove, Thomas, North Ormsby, York, Builder. Sept 10 at 11 at the Wellington Hotel, Albert rd, Middleborough
 Dwyer, George William, Kingston-upon-Hull, Cooper. Sept 14 at 3 at offices of Leverock, County buildings, Lead of Green Ginger, Kingston-upon-Hull
 Dunford, William John, Thornhill Lane, York, Steamman. Sept 18 at 11 at offices of Taylor, Wood st, Wakefield
 Easthope, Samuel, Stanford Bishop, Hereford, Farmer. Sept 30 at 1 at offices of Clutterbuck, High st, Worcester
 Ekersley, George, Barrow-in-Furness, Contractor. Sept 12 at 3 at offices of Sale and Co, Booth st, Manchester
 Edwards, Edwin, Birmingham, Grocer. Sept 18 at 3 at offices of Jaques, Cherry st, Birmingham
 Eldred, Frederick, Gosham, out of business. Sept 7 at 11 at offices of Bates, Zetland rd, Middleborough
 Elliot, Joseph, Fackington st, Islington, Machinist. Sept 19 at 1 at offices of Downing, Basinghall st

- Flint, Joseph, Coventry, Provision Dealer. Sept 14 at 10.30 at offices of Hughes and Masser, Little Park st, Coventry
- Foster, George, Clarbrough, Nottingham, Publican. Sept 21 at 11 at offices of Marshall and Co, East Retford. Metcalfe, East Retford
- Fowler, John Stokes, Hove, Sussex, Jobmaster. Sept 19 at 3 at the Castle Hotel, Middle st, Brighton. Penfold, Brighton
- Fraser, William James, Cardiff. Sept 6 at 11 at offices of Ingledew and Co, Butc st, Cardiff
- Gaddes, George William, Manchester, Chair Manufacturer. Sept 12 at 3 at offices of Sampson, South King st, Manchester
- Gatrell, Maurice, Southampton, Engineer. Sept 15 at 12 at offices of Perkins and Candy, Albion terrace, Southampton
- Gidney, Henry Jeremiah, Hendon, Ironmonger. Sept 17 at 3 at Dick's Hotel and Tavern, Fleet st. Easton
- Hale, Thomas William, Whitechurch, Salop, Grocer. Sept 27 at 1 at offices of Etches, Green End st, Whitechurch
- Hall, Ann, Bishopwearmouth, Durham, Gunsmith. Sept 25 at 11 at 22, John st, Sunderland. Nelson, Sunderland
- Hanson, James, Newchurch, Lancashire, Furniture Dealer. Sept 17 at 11 at the Derby Hotel, Accrington. Ballard, Accrington
- Hatfield, James Bradshaw, Belmishorpe, Rutland, Agricultural Agent. Sept 21 at 12 at offices of Attar, Barnhill, Stamford
- Healey, Joseph, Batley, York, Woollen Manufacturer. Sept 24 at 3 at the Batley Station Hotel, Southill. Scholesfield and Taylor
- Hiles, Frederick, Llanely, Carmarthen, Innskeeper. Sept 14 at 11 at offices of Howell, Stepmay st, Llanely
- Holder, David, Sittingbourne, Greenrocker. Sept 11 at 10 at the Bull Hotel, Sittingbourne. Copland, Sheerness
- Holgate, John, Scarborough, Grocer. Sept 12 at 3 at offices of Cornwall and Watts, Queen st, Scarborough
- Horrobin, Jacob, Bolton, Fish Dealer. Sept 17 at 3 at offices of Dowling, Wood st, Bolton
- Horey, James Charles, Leadenhall st, Gum Merchant. Sept 26 at 3 at offices of Finch, Bridge chambers, Borough High st, Southwark
- Hunt, Joseph, Ebbw Vale Farm, Wils, Farmer. Sept 15 at 11 at offices of Bartrum, Northumberland buildings, Bath
- Hunt, William, Thorns Farm, Gloucester, Farmer. Sept 14 at 11 at offices of Bartrum, Northumberland buildings, Bath
- Izard, William, and Ralph Morton, Buxton, Derby, Joiners. Sept 27 at 2.30 at offices of B.ova and Ainsworth, St Petergate, Stockport
- Jones, Edward, Brecon, Bootmaker. Sept 17 at 12 at offices of Williams, Lion st, Brecon
- Jones, Robert, Oystermouth, Glamorgan, Lime Burners. Sept 14 at 11 at offices of Thomas, York place, Swansea
- Kali, Edmund, Kingston-upon-Hull, Timber Broker. Sept 10 at 3 at offices of Summers, Manor st, Kingston-upon-Hull
- Knaggs, Charles, Middlesborough, Yeast Merchant. Sept 13 at 10.30 at the King's Head Hotel, Darlington. T.ale, Middlesborough
- Laidman, Ralph Thompson, West Hartlepool, Printer. Sept 19 at 3 at offices of Sirewright, Church st, West Hartlepool. Pinkney, Sunderland
- Little, Francis, Manchester, Draper. Sept 17 at 3 at the Mitre Hotel, Cathedral gates, Manchester. Burton, Manchester
- Marriner, James, Milton-next-Gravesend, Stationer. Sept 18 at 3 at offices of Nichols and Leatherdale, Old Jewry chambers. Mitchell, Gravesend
- Marshall, John, Manchester, Ironmonger. Sept 21 at 3 at offices of Bintliff, Princess st, Manchester
- Marshall, Richard, Feckenham, Worcester, Shoemaker. Sept 15 at 10.30 at offices of Smith, Temple st, Birmingham
- Martin, Joseph, Standlake, Oxford, Baker. Sept 19 at 1 at offices of Skinner, High st, Bampton
- Melvin, James, Bristol, Chemist. Sept 17 at 2 at offices of Collins, jun, Broad st, Bristol. Stanley and Wadsworth, Bristol
- Middlebrook, William Henry, Morley, York, Butcher. Sept 17 at 3 at offices of Pullan, Bank chambers, Park row, Leeds
- Mont, Thomas King, Chelwood, Buckingham, Farmer. Sept 21 at 2 at the Swan and Castle Hotel, Buckingham. Stockton, Banbury
- Morrison, Robert, Coatham, York, Iron Broker. Sept 19 at 12 at offices of Stubbs, Albert rd, Middlesborough
- Nicholson, John, jun, Leeds, Linen Draper. Sept 17 at 3 at offices of Burrell and Pickard, Albion st, Leeds. Simpson and Burrell
- Nickson, Jane, Southport, Lancashire, Confectioner. Sept 17 at 12 at offices of Walton and Smith, Borough buildings, Southport
- Nundy, Ernest William, Kingston-upon-Hull, Auctioneer. Sept 19 at 11 at offices of Page, jun, Flaxengate, Lincoln
- Parkinson, Edwin, Wakefield, Contractor. Sept 18 at 3 at the Royal Hotel, Wood st, Wakefield. Lodge
- Parsons, William, and Walter Parsons, Perry Mill Farm, Dodington, Somerset, Farmers. Sept 26 at 12 at the Egremont Hotel, Williton. White, Williton
- Pearson, Robert, Wigton, Painter. Sept 14 at 11 at offices of McKeever, Wigton
- Pike, Samuel George, Queen's rd, Peckham, Soft Soap Maker. Sept 13 at 3 at offices of Thwaites, Basinghall st. Fulcher, Horton rd, Hackney
- Price, John James, Carleton, Mor, Saddler. Sept 13 at 2 at offices of Parsons, High st, Newport. Roberts
- Rapport, Peter, Strand, Distiller. Sept 22 at 1 at the Guildhall Tavern, Gresham st. Galsmore and Pilgrim, Chancery lane
- Rutherford, William, Sunderland, Clothier. Sept 17 at 3 at offices of Graham, John st, Sunderland
- Sandall, William, Burslem, Bezar Keeper. Sept 19 at 3 at offices of Alcock, Market st, Tunstall
- Saul, David Henry, Windmill st, Finsbury sq, Gas Engineer. Sept 18 at 3 at offices of Terry, King st, Chesham
- Searle, William, jun, Whittlesey, Cambridge, Farmer. Sept 17 at 12 at offices of Peed, Whittlesey
- Shippam, George, Mansfield, Fishmonger. Sept 17 at 12 at the Eclipse Inn, Market place, Mansfield. Lea, jun, Nottingham
- Silverstone, Joseph, Newcastle-upon-Tyne, Tobaccoist. Sept 19 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
- Smith, William, Bolton, Stationer. Sept 19 at 3 at offices of Winder, Bowater's row, Bolton
- Stephens, John, Sedgborough, Worcester, Farmer. Sept 19 at 11 at offices of Birch and Cox, High st, Evesham
- Stirzaker, John, and George Haigh, Huddersfield, Manufacturing Chemists. Sept 17 at 3 at offices of Laaroy and Co, Buxton rd, Huddersfield
- Skyran, James, Barnsley, Fruiterer. Sept 15 at 1 at offices of Senior, Regent st, Barnsley
- Summersby, James, Workington, Hosier. Sept 23 at 4 at offices of Milburn, Nook st, Workington
- Sutcliffe, William, Brighouse, York, Draper. Sept 12 at 3 at offices of Boocock, Silver st, Halifax
- Tatham, James, Armley, York, Tailor. Sept 18 at 4 at 20, Albion st, Leeds. Simpson and Burrell
- Thomas, Richard Easton, Falmouth, Wine Merchant. Sept 14 at 3 at offices of Genn and Nalder, Church st, Falmouth
- Vaughan, Thomas, Croesgoch, Pembroke, Grocer. Sept 19 at 1 at offices of Williams, Haverfordwest
- Webb, Alfred, St George, Gloucester, Mason. Sept 11 at 11 at offices of Essery, Guildhall, Broad st, Bristol
- Whitaker, John, William Henry Whitaker, John Thomas Whitaker, and Richard Place, Bolton, Cotton Manufacturers. Sept 24 at 12 at the Star Hotel, Deansgate, Manchester. Crowther, Manchester
- Wilcox, Peter Harria, Ironbridge, Salop, Licensed Victualler. Sept 15 at 11.30 at the Tontine Hotel, Ironbridge. Osborne, Shifnal, Salop
- Wileman, Charles, Birkenhead, Wine Merchant. Sept 26 at 12 at offices of Caranthers, Clayton sq, Liverpool
- Wilkinson, Matthew, Dudley, Fire Iron Maker. Sept 13 at 11 at offices of Lewis, Wolverhampton st, Dudley
- Wilkinson, Thomas, Bradford, Shopkeeper. Sept 14 at 4 at offices of Atkinson, Tyrell st, Bradford
- Willis, Edwin, and Edwin James Temple Willis, Plymouth, Coal Merchants. Sept 18 at 11 at offices of Loye, Courtenay st, Plymouth

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